

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

LEAGUE OF UNITED LATIN  
AMERICAN CITIZENS, *et al.*,

*Plaintiffs,*

EDDIE BERNICE JOHNSON, *et al.*,

*Plaintiff-Intervenors,*

V.

GREG ABBOTT, *in his official capacity as Governor of the State of Texas, et al.*,

*Defendants.*

EP-21-CV-00259-DCG-JES-JVB  
[Lead Case]

UNITED STATES OF AMERICA,

*Plaintiff,*

V.

STATE OF TEXAS, *et al.*,

*Defendants.*

Case No. 3:21-CV-00299-DCG-JES-JVB  
[Consolidated Case]

## DECLARATION

I, Tommie S. Cardin, declare as follows:

1. I am a partner at Butler Snow LLP. I am a lawyer, and I have practiced law for approximately 35 years. My practice focuses primarily on providing legal counsel to governmental entities engaged in the process of redistricting voting districts to ensure, among other things, legal compliance with the various federal and state laws governing redistricting.

2. Butler Snow LLP served as outside counsel for Representative Todd Hunter in his role as Chair of the Redistricting Committee for the Texas House of Representatives during the 87th Legislative Session. Pursuant to this representation, and under the terms of a written

representation agreement attached as **Exhibit A**, the firm has maintained attorney-client relationships with Chairman Hunter and his staff, as well as with the General Counsel to the House of Representatives. Throughout the engagement, I have been a member of the outside counsel team at Butler Snow that provided this representation to these clients.

3. As outside counsel for its clients, Butler Snow LLP hired Thomas Bryan as a consultant to assist the firm with this representation, as authorized in the firm's retention agreement attached as **Exhibit A**. A copy of Butler Snow's engagement letter with Mr. Bryan is attached as **Exhibit B**. Within the confines of that consulting relationship to the Butler Snow attorney team advising its clients, Mr. Bryan then hired Eric Wienckowski to assist him in the consultation.

4. Mr. Bryan and Mr. Wienckowski worked closely with me and other Butler Snow lawyers in the provision of our legal services to our clients. The documents that Mr. Bryan and Mr. Wienckowski—and anyone else working for Mr. Bryan—prepared in their course and scope of work for Butler Snow were prepared at the direction of Butler Snow lawyers and contain the consultants' analysis that was performed to allow Butler Snow to provide legal advice to its clients concerning the 2021 Texas redistricting process. The documents and information listed in Respondents' most recently amended privilege log, which is attached to the response to the Government's renewed motion to compel as Exhibit 6, constitute (1) communications between Mr. Bryan or Mr. Wienckowski with respect to the work performed at the direction of Butler Snow; (2) communications between Mr. Bryan and/or Mr. Wienckowski with a member of the Butler Snow team concerning that work; (3) work product of Mr. Bryan and/or Mr. Wienckowski performed at the direction of Butler Snow, including such work product provided to Butler Snow and/or its clients that allowed Butler Snow to provide legal advice to its clients; and/or (4)

descriptions of the work performed under Butler Snow's direction to facilitate Butler Snow's provision of legal advice to its clients on the engagement at issue.

5. From the onset of Butler Snow's engagement in the 2021 redistricting matter, it has always been the intention and understanding among Butler Snow, Mr. Bryan, Mr. Wienckowski, and Butler Snow's clients that all documents prepared by Mr. Bryan and Mr. Wienckowski, and any communications between them and/or with Butler Snow lawyers, were and would remain part and parcel of the legal advice and services to be provided to Butler Snow's clients under the engagement.

6. The work Mr. Bryan and Mr. Wienckowski performed at the direction of Butler Snow lawyers was necessary for Butler Snow's lawyers to adequately advise their clients on the development of the legislative, congressional, and state board of education maps and whether those maps met constitutional and other legal requirements. Butler Snow could not have provided its advice to its clients without the work performed by Mr. Bryan and Mr. Wienckowski. The legal counsel Butler Snow lawyers provided to its clients regarding the 2021 redistricting process was predicated on the consultative work product prepared by Mr. Bryan and Mr. Wienckowski.

7. I declare under penalty of perjury and subject to the provisions of 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: November 16, 2022

  
Tommie S. Cardin

# EXHIBIT 1A



**TEXAS LEGISLATIVE COUNCIL CONTRACT ADDENDUM  
No. 22A31(1)**

**Sec. 1. Renewal and Extension.** Effective February 1, 2022, Texas Legislative Council Contract No. 21A20, as amended by Amendment Nos. 21A25(2) and 21A35, is renewed and extended through the end of the day on December 31, 2022. The terms of this contract addendum are incorporated into and form a part of Contract No. 21A20, as amended, for all purposes.

**Sec. 2. Amendment.** Contract No. 21A20, as amended, is further amended as follows:

(1) Strike the last sentence of Section 1 and substitute the following:

The Law Firm will retain any necessary experts, which will be reimbursed according to the provisions of Section 3, if authorized by the General Counsel to the House.

(2) Strike the second paragraph of Section 2 and substitute the following:

Each month, the Law Firm will submit to the General Counsel to the House for review and approval an itemized statement of all work performed under this contract during the preceding month, listing time by date for work performed. On approval by the General Counsel, the statement will be forwarded to the Council for final approval and payment.

(3) Strike the second paragraph of Section 3 and substitute the following:

Before a Law Firm employee travels or retains expert services under this contract, the Law Firm must obtain express written permission from the General Counsel to the House. Each month, the Law Firm will submit to the General Counsel for review and approval an itemized statement of any expenses incurred by the Law Firm during the preceding month and for which the Law Firm seeks to be reimbursed under this contract. On approval by the General Counsel, the statement will be forwarded to the Council for final approval and payment of approved expenses. A request for reimbursement submitted under this section more than 45 days after the date on which the expense was incurred is not reimbursable under this contract.

(4) Strike Exhibit A, as amended, and substitute the following:

**EXHIBIT A**

**RATES**


| <b>EMPLOYEE</b>  | <b>HOURLY RATE</b> |
|------------------|--------------------|
| B. Parker Berry  |                    |
| Marshall Bowen   |                    |
| Tommie S. Cardin |                    |
| Scott Field      |                    |
| Thomas A. Forbes |                    |
| Victoria Giese   |                    |
| Andrew Tingan    |                    |
| Paralegal        |                    |

**Sec. 3. Order of Precedence.** If a conflict or inconsistency exists between this contract addendum and another contract document, this contract addendum controls.

Agreed to by:

**TEXAS LEGISLATIVE COUNCIL**

**BUTLER SNOW LLP**

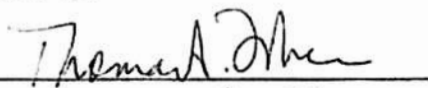
Signature: 

Kimberly Shields

Assistant Executive Director

Date: 2/25/22

22A31(1)

Signature: 

Printed name: THOMAS A. FORBES

Title: PARTNER

Date: 2/24/22





**TEXAS LEGISLATIVE COUNCIL CONTRACT  
FOR PROFESSIONAL SERVICES  
No. 21A20**

The Texas Legislative Council ("the Council"), an agency within the legislative branch of the government of the State of Texas, and Butler Snow LLP ("the Law Firm"), an organization of attorneys authorized to practice law in Texas, enter into this contract.

**Section 1. Duties of the Law Firm.** The Law Firm hereby agrees to furnish legal counsel and other legal services, on behalf of the Council, to Representative Todd Hunter, Chair of the House Redistricting Committee, his staff, and the General Counsel to the House to assist them in the performance of their duties. The Law Firm shall report to and is subject to the direction of Representative Hunter. The Law Firm shall retain any necessary experts, which shall be reimbursed according to the provisions of Section 3, if authorized by Representative Hunter.

**Section 2. Compensation.** In exchange for services described by this contract and actually rendered, the Council agrees to pay the Law Firm for the services provided by the individuals listed in the schedule attached as Exhibit A at the hourly rates listed in Exhibit A.

Each month, the Law Firm shall submit to Chairman Todd Hunter for review and approval an itemized statement of all work performed under this contract during the preceding month, listing time by date for work performed. On approval by Chairman Hunter, the statement shall be forwarded to the Council for final approval and payment.

**Section 3. Expenses.** In addition to compensation under this contract, the Council shall reimburse the Law Firm for reasonable expenses incurred in connection with the Law Firm's services performed under this contract, including necessary travel expenses. The Council will reimburse the Law Firm for travel, food, and lodging expenses in accordance with the State of Texas guidelines for reimbursing a state employee. Original receipts, excluding meal receipts, must be submitted to the Council for reimbursement.

Each month, the Law Firm shall submit to Chairman Hunter for review and approval an itemized statement of all expenses incurred by the Law Firm during the preceding month and for which the Law Firm seeks to be reimbursed under this contract. On approval by Chairman Hunter, the statement shall be forwarded to the Council for final approval and payment of approved expenses.

**Section 4. Confidentiality.** During the term of this contract and thereafter, the Law Firm agrees to keep confidential all information not otherwise open to the public under Chapter 552, Government Code, coming into the knowledge or possession of the Law Firm in connection with the Law Firm's services rendered under this contract.

**Section 5. Termination; Cancellation.** This contract terminates on December 31, 2021, unless canceled before that date.

This contract is subject to cancellation at any time by the Council or the Law Firm on seven days' written notice.

In the event of cancellation of this contract, the Law Firm is entitled to compensation earned and reimbursement for expenses incurred prior to the date of cancellation to the extent the compensation and expenses are otherwise payable under this contract.

**Section 6. Certifications and Warrants Required by Law.** By agreeing to and signing this contract, the Law Firm makes the following certifications and warrants required by law:

(1) **Delinquent Child Support Obligations.** Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

(2) **Payment of Debt or Delinquency to the State.** The Law Firm represents that the Law Firm owes no debt to the State of Texas, including delinquent taxes, that would make the Law Firm



ineligible under Section 403.055, Government Code, to receive payment under this contract. Pursuant to Sections 2107.008 and 2252.903, Government Code, the Law Firm agrees that any payments owing to the Law Firm under this contract may be applied directly toward any debt or delinquency that the Law Firm owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until the debt or delinquency is paid in full.

(3) Dispute Resolution. A dispute arising under this contract is subject to Chapter 2260, Government Code, and use of the dispute resolution process provided by that chapter is required by law.

(4) Boycott of Israel. The Law Firm verifies that the Law Firm does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7. Extent of Representation. The Council and Representative Hunter understand and agree that the Law Firm is being engaged solely to represent Representative Hunter in his capacity as Chair of the House Redistricting Committee, and his staff. The Law Firm does not represent the State of Texas as a whole or any other entity of the State of Texas. The Council and Representative Hunter understand that the Law Firm currently represents clients in other matters adverse to the State of Texas and represents other agencies of the State of Texas in matters not substantially related to the matter covered by this contract. The Council and Representative Hunter agree that the Law Firm may continue such representations and may undertake other representations in the future, whether adverse to the State of Texas or for other agencies of the State of Texas, so long as such matters are not substantially related to this engagement.

The Law Firm understands and agrees that attorneys employed by the Council represent the Texas legislature in accordance with state law, the rules of the Texas House of Representatives, and Council policy. The Law Firm does not have an attorney-client relationship with the Council.

Section 8. General Provisions. The Council's authority to enter into this contract is provided by Chapter 323, Government Code. This contract shall be governed by and construed in accordance with the laws of the State of Texas.

Payment under this contract may be made only for services described by this contract and actually rendered on or after March 12, 2021, and for reimbursement of related expenses incurred on or after that date.

The Council's assistant executive director, Kimberly Shields, is responsible for the release of payment under this contract and for ensuring compliance with state law and Council policy. The Law Firm shall direct all inquiries regarding this contract to Kimberly Shields or her designee.

Section 9. Survival of Certain Terms. Sections 4 and 6(3) of this contract, the provision in Section 7 of this contract regarding the law governing this contract, and this section survive the contract's termination or cancellation.

Texas Legislative Council

By:

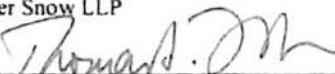
  
Kimberly Shields, Assistant Executive Director

3/24/21

Date

Butler Snow LLP

By:

  
PARTNER

Title

3/29/21

Date

**EXHIBIT A****RATES**

| <b>ATTORNEY NAME</b>              | <b>STANDARD HOURLY RATES</b> |
|-----------------------------------|------------------------------|
| <b>Scott K. Field</b>             | ■                            |
| <b>Thomas A. Forbes</b>           | ■                            |
| <b>Eric J.R. Nichols</b>          | ■                            |
| <b>Jose M. Luzarraga</b>          | ■                            |
| <b>Amanda G. Taylor</b>           | ■                            |
| <b>Cedric E. Evans</b>            | ■                            |
| <b>Marshall A. Bowen</b>          | ■                            |
| <b>Tommie S. Cardin</b>           | ■                            |
| <b>B. Parker Berry</b>            | ■                            |
| <b>P. Ryan Beckett</b>            | ■                            |
| <b>Jessica Viega (Paralegal)</b>  | ■                            |
| <b>Cheryl Walters (Paralegal)</b> | ■                            |



**AMENDMENT TO CONTRACT FOR  
LEGAL AND PERSONAL SERVICES  
No. 21A25(2)**

The terms of this contract amendment are incorporated into and form a part of Contract No. 21A20, for all purposes.

**Sec. 1. Amendment.** Contract No. 21A20 is amended as follows:

(1) Strike Section 1 and substitute the following:

**Section 1. Duties of the Law Firm.** The Law Firm hereby agrees to furnish legal counsel and other legal services, on behalf of the Council, to Representative Todd Hunter, Representative Hunter's office and committee staff, and the General Counsel to the House to assist them in the performance of their duties. The Law Firm shall report to and is subject to the direction of Representative Hunter. The Law Firm shall retain any necessary experts, which shall be reimbursed according to the provisions of Section 3, if authorized by Representative Hunter.

(2) Strike the first paragraph of Section 7 and substitute the following:

**Section 7. Extent of Representation.** The Council and Representative Hunter understand and agree that the Law Firm is being engaged solely to represent Representative Hunter in his capacity as chair of the House Redistricting Committee, Representative Hunter's office and committee staff, and the General Counsel to the House. The Law Firm does not represent the State of Texas as a whole or any other entity of the State of Texas. The Council, Representative Hunter, and the General Counsel to the House understand that the Law Firm currently represents clients in other matters adverse to the State of Texas and represents other agencies of the State of Texas in matters not substantially related to the matter covered by this contract. The Council, Representative Hunter, and the General Counsel to the House agree that the Law Firm may continue such representations and may undertake other representations in the future, whether adverse to the State of Texas or for other agencies of the State of Texas, so long as such matters are not substantially related to this engagement.

(3) Add the following rate to Exhibit A:

| ATTORNEY NAME | STANDARD HOURLY RATE |
|---------------|----------------------|
| D. Todd Smith |                      |

**Sec. 2. Order of Precedence.** If a conflict or inconsistency exists between this contract amendment and another contract document, this contract amendment controls.

**Sec. 3. Effective Date.** This contract amendment is effective on the date signed by both parties. If each party signs on a different date, this contract amendment is effective on the later of those dates.

Agreed to by:

**TEXAS LEGISLATIVE COUNCIL**

Signature: Kimberly Shields

Kimberly Shields

Assistant Executive Director

Date: 5/13/21

21A25(2)

**BUTLER SNOW LLP**

Signature: Thomas A. Forbes

Printed name: Thomas A. Forbes

Title: PARTNER

Date: 5/13/21



**AMENDMENT TO CONTRACT FOR  
LEGAL AND PERSONAL SERVICES  
No. 21A35**

The terms of this contract amendment are incorporated into and form a part of Contract No. 21A20, as amended by Amendment No. 21A25(2), for all purposes.

**Sec. 1. Amendment.** Contract No. 21A20, as amended, is amended by adding the following rate to Exhibit A:

| ATTORNEY NAME | STANDARD HOURLY RATE |
|---------------|----------------------|
| Andrew Tingan |                      |

**Sec. 2. Order of Precedence.** If a conflict or inconsistency exists between this contract amendment and another contract document, this contract amendment controls.

**Sec. 3. Effective Date.** This contract amendment is effective on the date signed by both parties. If each party signs on a different date, this contract amendment is effective on the later of those dates.

Agreed to by:

**TEXAS LEGISLATIVE COUNCIL**

Signature: \_\_\_\_\_

Kimberly Shields

Assistant Executive Director

Date: \_\_\_\_\_

21A35

**BUTLER SNOW LLP**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT 1B



BUTLER | SNOW

April 8, 2021

**VIA E-MAIL**

Mr. Thomas M. Bryan  
3132 Briarmoor Lane  
Midlothian, VA 23113  
[tom@bryangeodemo.com](mailto:tom@bryangeodemo.com)

Re: Consulting Expert Services

Dear Tom:

Our law firm wishes to engage you as a consulting expert to assist with state legislative, board of education and congressional reapportionment and redistricting in the State of Texas. This letter amends the terms of our agreement dated March 22 ,2021 with you for these services.

1. Scope of Services: We represent the Chairman and his staff of the House Redistricting Committee of the Texas House of Representatives. We are retaining you as a consulting expert to provide advice and consultation to our firm and our client as needed in state legislative, board of education and congressional reapportionment and redistricting matters in the State of Texas, including but not limited to: (1) analysis , interpretation and application of Census data and advise on all data related issues; (2) preparation of benchmark plan and modeling to determine areas of state where most likely change to occur; (3) data set development for preparing redistricting plans; (4) preparation of draft plans; (5) analysis of draft plans submitted by others; (6) analysis of compliance with traditional redistricting criteria; (7) analysis of the traditional redistricting criterion of compactness, run compactness scores and advise on same; (7) any other demographic related issue(s) as directed by us. The nature and history of redrawing political boundaries at the statewide level is such that litigation may result in the process and thus we are retaining you in anticipation of litigation.

2. Term: The term of our agreement runs from March 22, 2021 until completion of the Scope of Services. Our firm will determine when the Scope of Services is completed. . Either of us has the right to terminate this agreement for any reason at any time.

3. Payment: We will pay you at an hourly rate of [REDACTED] per hour for your consultation services plus necessary and reasonable expenses. You will submit a monthly, itemized statement by the tenth business day of each month following the month of services rendered. We will submit your statement along with ours on a monthly basis and we will pay you after we have received payment in full from the State of Texas for that month.

4. Confidentiality: This is a confidential consulting engagement and you will not disclose at any time during or after the period of your consultation, communications or other

Post Office Box 6010  
Ridgeland, MS 39158-6010

TOMMIE S. CARDIN  
601.985.4570  
[Tommie.Cardin@butlersnow.com](mailto:Tommie.Cardin@butlersnow.com)

Suite 1400  
1020 Highland Colony Park  
Ridgeland, Mississippi 39157

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BUTLER SNOW LLP



Mr. Thomas M. Bryan

April 8, 2021

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non-public information provided to you in connection with your engagement to any person or entity unless authorized by us or ordered by a court. Upon completion of your work, we ask that you deliver to us all such non-public documents and other materials. These confidentiality obligations will continue subsequent to termination of your engagement.

5. Independent Contractor and Taxes. The parties expressly understand and agree that you are providing services to our firm under this agreement as an independent contractor. As such, you will not be an employee of our firm and shall not be entitled to any employee benefits the firm provides or may provide to its employees, including but not limited to health insurance, life insurance, sick leave, retirement plans, and/or paid time off such as vacation and holiday pay. We will make no tax withholdings or deductions from any of the payments due to you under this agreement and you shall be solely responsible for the reporting, deposit, and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this agreement. We will furnish you annually with a copy of IRS form 1099 (statement for recipients of miscellaneous income), the original of which we will send to the IRS as required by law.

6. Dispute Resolution. In the event there is any dispute arising under this agreement the parties agree to submit such dispute to final and binding arbitration with the American Arbitration Association.

7. Notices. All notices, requests, consents, claims, demands, waivers and other communications shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page of this agreement (or to such other address that may be designated by a party from time to time in accordance with this section).

8. Governing Law. This agreement shall be interpreted and construed according to the laws of the State of Texas.

9. Amendments. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all of the parties.

We will appreciate your signing this agreement below indicating your acceptance of the terms set forth herein. We look forward to working together with you.

Very truly yours,

BUTLER SNOW LLP



Tommie S. Cardin

Mr. Thomas M. Bryan

April 8, 2021

Page 3

AGREED AND ACCEPTED:

A handwritten signature in black ink, appearing to be 'T. M. Bryan', is written over a horizontal line.

Thomas M. Bryan